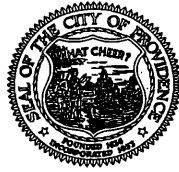


City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: January 21, 2020

TO: Purchasing Director

SUBJECT: **APPROVAL OF CHANGE ORDER #3, WITH TOOLE DESIGN GROUP, FOR CONSULTANT SERVICES FOR CITY WALK BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT – DEPARTMENT OF PLANNING AND DEVELOPMENT**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval of Change Order #3, with Toole Design Group, for Consultant Services for City Walk Bicycle and Pedestrian Improvement Project, in the amount of Ninety Thousand Dollars (\$90,000.00), necessary in order to support additional construction monitoring for Phase I, additional surveys to support requests from RIDOT and completion of studies requested by RIDOT due to Phase 2's new 2020 timeline, for a revised total contract amount not to exceed Six Hundred Four Thousand Eight Hundred Thirty Dollars (\$604,830.00), all in accordance with the request of Bonnie Nickerson, Director, in communication dated January 9, 2020.

cc: Pur.Dir.
Contr.
P&D
File

Shawn Selleck

City Clerk



Department of Planning and Development
 Jorge O. Elorza, Mayor | Bonnie Nickerson AICP, Director

January 9, 2020

Honorable Jorge O. Elorza
 Chairman, Board of Contract and Supply
 City Hall
 25 Dorrance Street
 Providence, RI 02903

RE: Change order to Consultant Services for City Walk Bicycle and Pedestrian Improvement Project with Toole Design Group

ID Number: 27938
 Original Award Date: August 21, 2017
 Original ID Number: 14796

Dear Mayor Elorza,

The Department of Planning & Development respectfully requests **change order #_3_** to our contract with Toole Design Group in the amount of \$90,000.00. The total new contract amount is not to exceed is \$604,830.00.

Original Contract Amount:	\$ 479,900.00
Change Order #1	\$ 19,940.00
Change Order #2	\$ 14,990.00
Change Order #3	\$ 90,000.00
Change Order #4 (if applicable)	\$
Final Contract Amount	\$ 604,830.00

(Sheet with additional change orders is or is **not** attached)

This change order is necessary in order to support additional construction monitoring for Phase 1, additional surveys to support requests from RIDOT, and completion of studies requested by RIDOT due to Phase 2's new 2020 timeline.

Funds in the amount of \$90,000.00 are available in account 241-2040-53420.

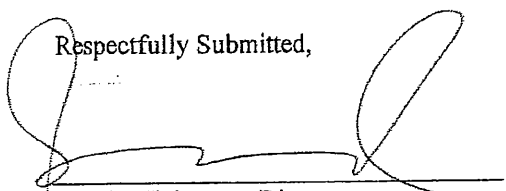
Toole Design Group.
 2 Oliver Street, Suite 305
 Boston, MA 02109

DEPARTMENT OF PLANNING AND DEVELOPMENT
 444 Westminster Street, Providence, Rhode Island 02903
 401 680 8400 ph | 401 680 8492 fax
 www.providenceri.com



Department of Planning and Development
Jorge O. Elorza, Mayor | Bonnie Nickerson AICP, Director

Respectfully Submitted,



Bonnie Nickerson, Director

Financial Approval:

Minority Participation:
0 % MBE, 60 % WBE

Account Code:
241-2040-53420

AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

between

Toole Design Group, LLC

and

City of Providence Department of Planning and Development

for

Providence City Walk project

Amendment No.:#5

Date of Issuance: 9/24/2019 – Revised 1/7/2020

TDG Project No. #6115

In accordance with the Professional Services Contract made and entered into by and between Toole Design Group, LLC (“TDG”) and City of Providence Department of Planning and Development (“City”), dated Sept.29,2017(“Executed Contract”), this Amendment, when properly executed, constitutes authorization to proceed with the following:

Purpose

This Amendment shall provide labor coverage for additional efforts primarily in support of Task 8: Post Design Services, including:

- Additional construction monitoring engineering services. The cost estimate for the construction phase services for Phase 1 is based on having field personnel present for 15 hrs per week for 9 weeks. The previous contract scope only includes 12 hours total for field monitoring over the entire course of construction and after review of the proposed changes, it was determined by the City and Toole that the additional hours per week are necessary to properly monitor construction of the project.
- Additional field survey to support the construction of accessible ramps and other features along Broad Street, as requested by RIDOT during review of Phase 2 Conceptual Design Report.
- The completion of a Categorical Exclusion for Phase 2 of the City Walk project. The existing contract included completion of one Categorical Exclusion for the entire project. Since the Broad Street portion of the project was delayed beyond the initially planned schedule, the two phases of the project have been separated into two different Categorical Exclusions.

The execution of this additional work will be completed by increasing the upset limit of the project from its current value of \$514,830 by \$90,000 to a revised upset limit of \$604,830. This amendment will afford for field personnel from the consultant team to be present part time during construction activities of Phase 1 of City Walk.

This fee document shall be attached as the Executed Contract’s Attachment A and is supplemental to the original Contract.

This Amendment shall also modify item 1.06 of the originally executed agreement to read as follows:

Either Party may terminate this Agreement for its convenience upon ten (10) business days’ written notice to the other party. The obligation to provide further

services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement shall automatically terminate 3 years after the later of the following: the date when the original contract was fully executed or when the Notice to Proceed was issued.

The original contract was fully executed on September 29, 2017 and was originally set to expire two (2) years from the fully executed date. This revision extends the contract an additional one (1) year.

All others terms, covenants and conditions of the original Executed Contract shall remain in full force and effect, except to the extent herein amended.

In witness whereof, this Amendment has been executed by authorized signatories of Toole Design Group, LLC and City and shall be effective from the date written above.

**City of Providence Department
of Planning & Development**

Toole Design Group, LLC

By: _____.

By: _____.

Print: _____.

Print: _____.

Title: _____.

Title: _____.

Date _____

Date _____

Approved as to correctness and form:

By: _____.

Print: _____.

Title: _____.

Date _____